

**WEST VALLEY CITY
SPONSORSHIP AGREEMENT**

THIS AGREEMENT is entered into this _____ day of _____, 2009, by and between Land O' Frost (herein "LOF") and West Valley City, a municipal corporation of the State of Utah (herein "City").

WITNESSETH

WHEREAS, the City desires to continue to improve and expand the provisions found in the West Valley City Family Fitness Center including youth sports; and

WHEREAS, LOF has offered to provide a sponsorship program to the City; and

WHEREAS, the sponsorship will expand the quality and effectiveness of the youth sports programs by providing funding for the programs;

NOW THEREFORE, in consideration of the mutual covenants, promises, terms and conditions contained herein, the parties agree as follows:

AGREEMENT

1. **Term of Agreement.** This Agreement will begin on March 17, 2009 and will terminate on December 31, 2009. LOF will sponsor eighty (80) teams in the spring and fall of 2009.

2. **Obligations of LOF.** The obligations of the parties include those specifically defined in this Agreement and shall also include any additional requirements and/or obligations included in sponsorship summary attached and incorporated as Exhibit "A" to this Agreement. LOF hereby agrees as follows:

- A. LOF will supply all necessary logo artwork.
- B. LOF will supply all coupons.
- C. LOF will provide banner artwork.
- D. LOF shall pay to the City the sum of \$12,000.00 upon execution of this Agreement by both parties.

3. **Obligations of the City.** In consideration of the provisions provided by LOF, the City agrees as follows:

- A. Prominent Logo inclusion on the front or back of jerseys for approximately 80 teams. The City will have the shirts printed. The LOF logo will need to be a minimum of 2 ½" H x 10" W.
- B. Coupon distribution in opening day packets, at tournaments, in

mailings and other key functions throughout the year.

- C. One (1) approximately 4' x 8' banner. The City will have banner printed.
- D. Announcements by team and league administration to parents / kids about sponsorship.
- E. Opportunity for mention / inclusion of Land O' Frost product message in any league / parent communication.
- F. Logo inclusion on the City game schedules, registration materials, brochures and city-wide league newsletters.
- G. **Client will need Proof of Purchase (80 team pictures) by December 31, 2008. The Land O' Frost logo will need to be clearly identified on the shirts in 80 team pictures. The pictures can be informal, taken with a digital camera or regular film.**

4. **Termination.** Either party to this Agreement may terminate the Agreement, without cause, by giving 30 days' written notice to the other party of termination. Refunds will be mutually agreeable between City and LOF.

5. **City Representative.** The City hereby appoints the West Valley City Parks and Recreation Director, or the Director's designee, as the City's representative to assist in the administrative management of this Agreement, to ensure that the Agreement requirements are timely and adequately performed, and to provide for City approvals as may be required by this Agreement. The City's representative shall assist in coordinating, monitoring, and evaluating this Agreement to completion.

6. **Applicable Law.** This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

7. **Assignment.** This Agreement may not be assigned without the written permission of the City, which may be withheld at the City's sole discretion.

8. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid; and this Agreement may not be enlarged, modified, or altered, except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

LAND O' FROST

By: _____

Its: _____

STATE OF _____)
: ss.
COUNTY OF _____)

On this _____ day of _____, 2009, personally appeared before me _____, who being by me duly sworn, did say that he or she is the _____ of Land O' Frost, and that the foregoing instrument was signed on behalf of said Entity by authority and acknowledged to me that said signor executed the same.

Notary Public

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER